

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

ENTEC POLYMERS, LLC
1900 Summit Tower Blvd.
Suite 900
Orlando, FL 32810,

Case No. 10-624

Hon. _____

and

COMPLAINT

CHANNEL PRIME ALLIANCE, LLC
401 Market Street
Philadelphia, PA 19106,

Peter R. Silverman (0001579)
Karen S. Hockstad (0061308)
SHUMAKER, LOOP & KENDRICK, LLP
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Plaintiffs,

V.

CAMBRIDGE TOOL & DIE CORP.
c/o Cheryl Lowery, Statutory Agent
6820 Manila Road
Cambridge, OH 43725,

Attorneys for Plaintiffs

Defendant.

* * *

Plaintiffs, Entec Polymers, LLC and Channel Prime Alliance, LLC, for its complaint against Cambridge Tools (“Cambridge”), states:

1. This is an action to collect funds that Defendant, Cambridge Tool & Die Corp. (“Cambridge”), owes Entec Polymers, LLC (“Entec”) and Channel Prime Alliance, LLC (“Channel Prime”) for Cambridge’s purchase of plastic resin from Entec and Channel Prime.

PARTIES

2. Entec is a Florida limited liability company with its principal place of business in Orlando, Florida. Entec's sole member, Ravago Holdings America, Inc. ("Ravago"), which is a Delaware corporation with its principal place of business in Florida.

3. Channel Prime is a limited liability company registered in Delaware with its principal place of business in Norwalk, Connecticut. It has two members. One is Muehlstein LLC, which is limited liability company registered in Delaware, with its principal place of business in Connecticut. Muehlstein, LLC's sole member is Muehlstein Holding Corp. which is incorporated in Delaware and has its principal place of business in Connecticut. Channel Prime's other member is Muehlstein & Co., Inc., which is incorporated in New York and with its principal place of business in Connecticut.

4. Entec and Channel Prime are affiliated companies; Entec is a direct subsidiary of Ravago, and Channel Prime is an indirect subsidiary of Ravago.

5. Cambridge is, upon information and belief, a corporation organized in the State of Ohio with its principal place of business in Cambridge, Ohio.

JURISDICTION

6. Pursuant to 28 U.S.C. §1332(a) and 1367, this court has subject matter jurisdiction because:

(a) this dispute is between citizens of different States;

(b) the matter in controversy with Entec exceeds the sum or value of \$75,000, exclusive of interest and costs;

(c) Entec's and Channel Prime's claims arise out of same case or controversy, and Channel Prime's claims are so related to Entec's claims that they form part of the same case or controversy.

7. Pursuant to 28 U.S.C. §1391 (1) and (2), venue is proper because this is the judicial district in which Cambridge resides and in which a substantial part of the events giving rise to the claim occurred.

CLAIM

8. On December 2009, and January 2010, Channel Prime shipped polymer resin to Cambridge. The price for the resin, as reflected on the invoices attached as Exhibit A, is \$24,790.

9. Channel Prime has demanded that Cambridge pay the invoices, but Cambridge has refused.

10. From October to December 2009, Entec sold polymer resin to Cambridge. The price of the orders, as reflected on the invoices attached as Exhibit B, was \$140,149.56.

11. Entec has demanded that Cambridge pay the invoices, but Cambridge has refused.

12. Paragraph 9 of Channel Prime's terms and conditions provides: "Buyer agrees to indemnify Seller for all costs, including collection and attorneys' fees, associated with the enforcement of this sales contract. Interest on unpaid balances shall accrue at the lesser of 1.5% per month or the highest rate permitted by law." Accordingly, Channel Prime is entitled to recover its costs, including attorneys' fees, and is entitled to interest at the rate of 1.5% per month.

13. Under Entec's terms and conditions of sale, the paragraph entitled, "Cost of Collections," provides: "Any cost incurred by Seller for the collection of any amounts due on this account, including but not limited to, attorneys' fees and court costs, shall be born by the Buyer." Accordingly, Cambridge is liable for Entec's attorneys' fees and costs.

14. Cambridge has breached its contracts with Channel Prime and Entec, and Channel Prime and Entec are entitled to collect all amounts owed, plus interest at the contractual amount, and attorney fees.

15. Cambridge also owes these amounts on account. The accounts stated are included as parts of Exhibits A and B.

REMEDY REQUESTED: Entec and Channel Prime respectfully request that Cambridge be found liable to Channel Prime for \$24,790, plus the costs, including attorneys' fees of this case, plus prejudgment interest of 1.5% per month; that Cambridge be found liable to Entec for \$140,149.56, plus the costs, including attorneys' fees, of this action, plus prejudgment interest; and any further relief as is just.

/s/ Peter R. Silverman

Peter R. Silverman
SHUMAKER, LOOP & KENDRICK, LLP

Attorneys for Plaintiffs

Date: July 9, 2010